

1 SJL LAW LLP  
2 Julian G. Senior (SBN: 219098)  
3 [Julian@sjllegal.com](mailto:Julian@sjllegal.com)  
4 Sean P. Ducar (SBN: 295541)  
5 [Sean@sjllegal.com](mailto:Sean@sjllegal.com)  
6 841 Apollo Street, Suite 300  
7 El Segundo, CA 90245  
8 Tel. No.: 424.290.0720  
9 Fax No.: 424.290.0721  
10 [mail@sjllegal.com](mailto:mail@sjllegal.com) (service at any other email address is invalid)  
11 Attorneys for Defendant AMERICAN HONDA MOTOR CO., INC.

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

11 GISELA ALVAREZ and OSCAR  
12 QUEZADA

13 Plaintiffs,

14 vs.

15  
16 AMERICAN HONDA MOTOR CO.,  
17 INC., a California Corporation, and  
18 DOES 1 through 10, inclusive,

19 Defendant.  
20

**CASE NO.: 2:22-cv-07422 – PA-(JCx)**

Assigned to: Hon. Percy Anderson  
Courtroom: 9A

**STIPULATED PROTECTIVE  
ORDER**

[CHANGES MADE TO PARAGRAPHS  
3, 8, & 9]

21  
22 **1. INTRODUCTION**

23 **1.1 PURPOSES AND LIMITATIONS**

24 Discovery in this action is likely to involve production of confidential,  
25 proprietary, or private information for which special protection from public  
26 disclosure and from use for any purpose other than prosecuting this litigation may  
27 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
28 enter the following Stipulated Protective Order. The parties acknowledge that this

1 Order does not confer blanket protections on all disclosures or responses to  
2 discovery and that the protection it affords from public disclosure and use extends  
3 only to the limited information or items that are entitled to confidential treatment  
4 under the applicable legal principles. The parties further acknowledge, as set forth  
5 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
6 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
7 procedures that must be followed and the standards that will be applied when a  
8 party seeks permission from the court to file material under seal.

## 9 **1.2 GOOD CAUSE STATEMENT**

10 Good cause exists for the entry of this Stipulated Protective Order because  
11 information and documents sought for production in this matter are of a  
12 confidential, proprietary, or private nature which requires special protection from  
13 both public disclosure and from use beyond what is warranted for the prosecution  
14 of Plaintiffs' claims. More specifically, this case is a "Lemon Law" action brought  
15 by Plaintiffs under the Magnusson-Moss Warranty Act, and under California's  
16 Song-Beverly Act. Information sought and which may potentially be disclosed  
17 includes but is not limited to internal policies and procedures of HMA, HMA's  
18 internal warranty and repair pricing data, HMA's internal promotional guidelines,  
19 HMA's organizational charts, customers' identifying information, and other  
20 information of a confidential, proprietary, or private nature. Should this Stipulated  
21 Protective Order not be in place prior to production of documents and information  
22 sought in connection with discovery in this lawsuit, the potential disclosure of  
23 confidential, proprietary, or private information poses the very tangible risk that  
24 Defendant HMA will suffer harm via hindrance of its ability to remain competitive  
25 in the automotive market. There is no risk to Plaintiffs by the entry of this  
26 Stipulated Protective Order.

27 ///

28 ///

1    **2.    DEFINITIONS**

2           **2.1    Action:** *Gisela Alvarez and Oscar Quezada v. American Honda*  
3 *Motor Co., Inc.*, Case No. 2:22-cv-07422-PA-(JCx)

4           **2.2    Challenging Party:** a Party or Non-Party that challenges the  
5 designation of information or items under this Order.

6           **2.3    “CONFIDENTIAL” Information or Items:** information (regardless  
7 of how it is generated, stored or maintained) or tangible things that qualify for  
8 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
9 the Good Cause Statement.

10          **2.4    Counsel:** Outside Counsel of Record and House Counsel (as well as  
11 their support staff).

12          **2.5    Designating Party:** a Party or Non-Party that designates information  
13 or items that it produces in disclosures or in responses to discovery as  
14 “CONFIDENTIAL.”

15          **2.6    Disclosure or Discovery Material:** all items or information,  
16 regardless of the medium or manner in which it is generated, stored, or maintained  
17 (including, among other things, testimony, transcripts, and tangible things), that are  
18 produced or generated in disclosures or responses to discovery in this matter.

19          **2.7    Expert:** a person with specialized knowledge or experience in a  
20 matter pertinent to the litigation who has been retained by a Party or its counsel to  
21 serve as an expert witness or as a consultant in this Action.

22          **2.8    House Counsel:** attorneys who are employees of a party to this  
23 Action. House Counsel does not include Outside Counsel of Record or any other  
24 outside counsel.

25          **2.9    Non-Party:** any natural person, partnership, corporation, association,  
26 or other legal entity not named as a Party to this action.

27          **2.10   Outside Counsel of Record:** attorneys who are not employees of a  
28 party to this Action but are retained to represent or advise a party to this Action

1 and have appeared in this Action on behalf of that party or are affiliated with a law  
2 firm which has appeared on behalf of that party, and includes support staff.

3 **2.11 Party:** any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 **2.12 Producing Party:** a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 **2.13 Professional Vendors:** persons or entities that provide litigation  
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12 **2.14 Protected Material:** any Disclosure or Discovery Material that is  
13 designated as "CONFIDENTIAL."

14 **2.15 Receiving Party:** a Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

### 16 **3. SCOPE**

17 The protections conferred by this Order cover not only Protected Material  
18 (as defined above), but also (1) any information copied or extracted from Protected  
19 Material; (2) all copies, excerpts, summaries, or compilations of Protected  
20 Material; and (3) any deposition testimony, conversations, or presentations by  
21 Parties or their Counsel that might reveal Protected Material, other than during a  
22 court hearing or at trial.

23 Any use of Protected Material during a court hearing or at trial shall be  
24 governed by the orders of the presiding judge. This Order does not govern the use  
25 of Protected Material during a court hearing or at trial.

### 26 **4. DURATION**

27 Even after final disposition of this litigation, the confidentiality obligations  
28 imposed by this Order will remain in effect until a Designating Party agrees

1 otherwise in writing or a court order otherwise directs. Final disposition will be  
2 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
3 with or without prejudice; and (2) final judgment herein after the completion and  
4 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
5 including the time limits for filing any motions or applications for extension of  
6 time pursuant to applicable law.

7 **5. DESIGNATING PROTECTED MATERIAL**

8 **5.1 Exercise of Restraint and Care in Designating Material for**  
9 **Protection.**

10 Each Party or Non-Party that designates information or items for protection  
11 under this Order must take care to limit any such designation to specific material  
12 that qualifies under the appropriate standards. The Designating Party must  
13 designate for protection only those parts of material, documents, items, or oral or  
14 written communications that qualify so that other portions of the material,  
15 documents, items, or communications for which protection is not warranted are not  
16 swept unjustifiably within the ambit of this Order.

17 Mass, indiscriminate, or routinized designations are prohibited.  
18 Designations that are shown to be clearly unjustified or that have been made for an  
19 improper purpose (e.g., to unnecessarily encumber the case development process  
20 or to impose unnecessary expenses and burdens on other parties) may expose the  
21 Designating Party to sanctions.

22 If it comes to a Designating Party's attention that information or items that it  
23 designated for protection do not qualify for protection, that Designating Party must  
24 promptly notify all other Parties that it is withdrawing the inapplicable designation.

25 **5.2 Manner and Timing of Designations.** Except as otherwise provided  
26 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
27 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection

28 ///

1 under this Order must be clearly so designated before the material is disclosed or  
2 produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic  
5 documents, but excluding transcripts of depositions or other pretrial or trial  
6 proceedings), that the Producing Party affix at a minimum, the legend  
7 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
8 contains protected material. If only a portion or portions of the material on a page  
9 qualifies for protection, the Producing Party also must clearly identify the  
10 protected portion(s) (e.g., by making appropriate markings in the margins).

11 A Party or Non-Party that makes original documents available for inspection  
12 need not designate them for protection until after the inspecting Party has indicated  
13 which documents it would like copied and produced. During the inspection and  
14 before the designation, all of the material made available for inspection will be  
15 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
16 documents it wants copied and produced, the Producing Party must determine  
17 which documents, or portions thereof, qualify for protection under this Order.  
18 Then, before producing the specified documents, the Producing Party must affix  
19 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
20 only a portion or portions of the material on a page qualifies for protection, the  
21 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
22 appropriate markings in the margins).

23 (b) for testimony given in depositions that the Designating Party identify the  
24 Disclosure or Discovery Material on the record, before the close of the deposition  
25 all protected testimony.

26 (c) for information produced in some form other than documentary and for  
27 any other tangible items, that the Producing Party affix in a prominent place on the  
28 exterior of the container or containers in which the information is stored the

legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, will identify the protected portion(s).

**5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

**6.1 Timing of Challenges.** Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

**6.2 Meet and Confer.** The Challenging Party will initiate the dispute resolution process (and, if necessary, file a discovery motion) under Local Rule 37.1 et seq.

**6.3** The burden of persuasion in any such challenge proceeding will be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties will continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

## **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

**7.1 Basic Principles.** A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such

1 Protected Material may be disclosed only to the categories of persons and under  
2 the conditions described in this Order. When the Action has been terminated, a  
3 Receiving Party must comply with the provisions of section 13 below (FINAL  
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a  
6 location and in a secure manner that ensures that access is limited to the persons  
7 authorized under this Order.

8 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless  
9 otherwise ordered by the court or permitted in writing by the Designating Party, a  
10 Receiving Party may disclose any information or item designated  
11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
13 well as employees of said Outside Counsel of Record to whom it is reasonably  
14 necessary to disclose the information for this Action;

15 (b) the officers, directors, and employees (including House Counsel) of  
16 the Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Experts (as defined in this Order) of the Receiving Party to whom  
18 disclosure is reasonably necessary for this Action and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) the Court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and Professional  
23 Vendors to whom disclosure is reasonably necessary for this Action and who have  
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (g) the author or recipient of a document containing the information or a  
26 custodian or other person who otherwise possessed or knew the information;

27 (h) during their depositions, witnesses ,and attorneys for witnesses, in  
28 the Action to whom disclosure is reasonably necessary provided: (1) the deposing

1 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
2 they will not be permitted to keep any confidential information unless they sign the  
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
4 agreed by the Designating Party or ordered by the court. Pages of transcribed  
5 deposition testimony or exhibits to depositions that reveal Protected Material may  
6 be separately bound by the court reporter and may not be disclosed to anyone  
7 except as permitted under this Stipulated Protective Order; and

8 (i) any mediator or settlement officer, and their supporting personnel,  
9 mutually agreed upon by any of the parties engaged in settlement discussions.

10 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
11 **PRODUCED IN OTHER LITIGATION**

12 If a Party is served with a subpoena or a court order issued in other litigation  
13 that compels disclosure of any information or items designated in this Action as  
14 “CONFIDENTIAL,” that Party must:

15 (a) promptly notify in writing the Designating Party. Such notification  
16 will include a copy of the subpoena or court order;

17 (b) promptly notify in writing the party who caused the subpoena or  
18 order to issue in the other litigation that some or all of the material covered by the  
19 subpoena or order is subject to this Protective Order. Such notification will  
20 include a copy of this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be  
22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served  
24 with the subpoena or court order will not produce any information designated in  
25 this action as “CONFIDENTIAL” before a determination by the court from which  
26 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
27 permission or unless otherwise required by the law or court order. The  
28 Designating Party will bear the burden and expense of seeking protection in that

1 court of its confidential material and nothing in these provisions should be  
 2 construed as authorizing or encouraging a Receiving Party in this Action to  
 3 disobey a lawful directive from another court.

4 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
 5 **PRODUCED IN THIS LITIGATION**

6 (a) The terms of this Order are applicable to information produced by a  
 7 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
 8 produced by Non-Parties in connection with this litigation is protected by the  
 9 remedies and relief provided by this Order. Nothing in these provisions should be  
 10 construed as prohibiting a Non-Party from seeking additional protections.

11 (b) In the event that a Party is required, by a valid discovery request, to  
 12 produce a Non-Party's confidential information in its possession, and the Party is  
 13 subject to an agreement with the Non-Party not to produce the Non-Party's  
 14 confidential information, then the Party will:

15 (1) promptly notify in writing the Requesting Party and the Non-  
 16 Party that some or all of the information requested is subject to a confidentiality  
 17 agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the Stipulated  
 19 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
 20 specific description of the information requested; and

21 (3) make the information requested available for inspection by the  
 22 Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court within  
 24 14 days of receiving the notice and accompanying information, the Receiving  
 25 Party may produce the Non-Party's confidential information responsive to the  
 26 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
 27 Party will not produce any information in its possession or control that is subject to  
 28 the confidentiality agreement with the Non-Party before a determination by the

1 court unless otherwise required by the law or court order. Absent a court order to  
 2 the contrary, the Non-Party will bear the burden and expense of seeking protection  
 3 in this court of its Protected Material.

#### 4 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has  
 6 disclosed Protected Material to any person or in any circumstance not authorized  
 7 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
 8 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
 9 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
 10 the person or persons to whom unauthorized disclosures were made of all the terms  
 11 of this Order, and (d) request such person or persons to execute the  
 12 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
 13 A.

#### 14 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR** 15 **OTHERWISE PROTECTED MATERIAL**

16 When a Producing Party gives notice to Receiving Parties that certain  
 17 inadvertently produced material is subject to a claim of privilege or other  
 18 protection, the obligations of the Receiving Parties are those set forth in Federal  
 19 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
 20 whatever procedure may be established in an e-discovery order that provides for  
 21 production without prior privilege review. Pursuant to Federal Rule of Evidence  
 22 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
 23 of a communication or information covered by the attorney-client privilege or  
 24 work product protection, the parties may incorporate their agreement in the  
 25 stipulated protective order submitted to the court.

#### 26 **12. MISCELLANEOUS**

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
 28 any person to seek its modification by the Court in the future.

1           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
 2 Protective Order no Party waives any right it otherwise would have to object to  
 3 disclosing or producing any information or item on any ground not addressed in  
 4 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
 5 any ground to use in evidence of any of the material covered by this Protective  
 6 Order.

7           12.3 Filing Protected Material. A Party that seeks to file under seal any  
 8 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
 9 may only be filed under seal pursuant to a court order authorizing the sealing of the  
 10 specific Protected Material at issue. If a Party's request to file Protected Material  
 11 under seal is denied by the court, then the Receiving Party may file the information  
 12 in the public record unless otherwise instructed by the court.

### 13   **13. FINAL DISPOSITION**

14           After the final disposition of this Action, as defined in paragraph 4, within  
 15 60 days of a written request by the Designating Party, each Receiving Party must  
 16 return all Protected Material to the Producing Party or destroy such material. As  
 17 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
 18 compilations, summaries, and any other format reproducing or capturing any of the  
 19 Protected Material. Whether the Protected Material is returned or destroyed, the  
 20 Receiving Party must submit a written certification to the Producing Party (and, if  
 21 not the same person or entity, to the Designating Party) by the 60 day deadline that  
 22 (1) identifies (by category, where appropriate) all the Protected Material that was  
 23 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
 24 copies, abstracts, compilations, summaries or any other format reproducing or  
 25 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
 26 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
 27 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
 28 and trial exhibits, expert reports, attorney work product, and consultant and expert

1 work product, even if such materials contain Protected Material. Any such  
2 archival copies that contain or constitute Protected Material remain subject to this  
3 Protective Order as set forth in Section 4 (DURATION).

4 14. Any willful violation of this Order may be punished by civil or criminal  
5 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
6 authorities, or other appropriate action at the discretion of the Court.

7 ///

8 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

9  
10 DATED: June 27, 2023

/s/ Maite Colon

Maite Colon  
Attorneys for Plaintiff

11  
12  
13 DATED: June 27, 2023

/s/ Julian G. Senior

Julian G. Senior  
Attorneys for Defendant

14  
15  
16  
17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED AS MODIFIED.

18  
19 DATED: June 30, 2023

/s/

Honorable Jacqueline Chooljian  
U.S. MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ **[full name]**, of \_\_\_\_\_  
**[full address]**, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on June 30, 2023 in the case of *Gisela Alvarez and Oscar Quezada v. American Honda Motor Co., Inc., Case No. 2:22-cv-07422-PA-(JCx)*. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_  
**[full name]** of \_\_\_\_\_ **[full address and telephone number]** as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_